

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 19, 2004 Division: Management Services

Bulk Item: Yes X No Department: Group Insurance

AGENDA ITEM WORDING: Approval of agreement amendment with MultiPlan, Inc. for access to MultiPlan's Organ Transplant Network. With the use of global contract rates, savings can range between 30 -50% across the spectrum of the eight transplant categories. MultiPlan has credentialed the facilities in the network and their outcomes meet or exceed national averages.

ITEM BACKGROUND: January 1, 2003 Monroe County Board of County Commissioners entered into an agreement with Multiplan, Inc. to provide a nationwide network of healthcare providers. Contract renews automatically yearly.

PREVIOUS RELEVANT BOCC ACTION: March 21, 2001 the Monroe County Board of County Commissioners approved the increased out-of-network disincentive to 30% and eliminated the out-of-network exclusion pending the adoption of a nationwide network. On August 21, 2002 the Board approved an agreement with MultiPlan, Inc. to provide a nationwide network and waived the RFQ process as all other RFQ's provided networks that have a monthly access fee regardless of utilization. The MultiPlan network charges a percent of savings.

CONTRACT/AGREEMENT CHANGES: Monroe County Board of County Commissioners will pay per a flat rate access fee schedule as set forth in the agreement amendment.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: Flat rate access fee **BUDGETED:** Yes No

COST TO COUNTY: **SOURCE OF FUNDS:**

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty *[Signature]* OMB/Purchasing Risk Management *[Signature]*

DIVISION DIRECTOR APPROVAL: *Sheila A. Barker*
Sheila A. Barker

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION: **AGENDA ITEM #** D35

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: MultiPlan, Inc.

Effective Date: May 1, 2004

Expiration Date: April 30, 2005

Contract Purpose/Description: Access to MultiPlan's Organ Transplant Network..

Contract Manager: Maria Z. Fernandez
(Name)

4448
(Ext.)

Administrative Services
(Department)

for BOCC meeting on May 19, 2004

Agenda Deadline: May 4, 2004

CONTRACT COSTS

Total Dollar Value of Contract: \$ Flat rate access Current Year Portion: \$ fee

Budgeted? Yes ☐ No ☐ Account Codes: - - - -

Grant: \$N/A - - - -

County Match: \$N/A - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley Baker</u>	<u>5/4/04</u>
Risk Management	<u>5/10/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Ginter</u>	<u>5/10/04</u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley Baker</u>	<u>5/10/04</u>
County Attorney	<u>5-5-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley Baker</u>	<u>5/10/04</u>
Comments: <u> </u>				

MULTIPLAN, INC.

ORGAN TRANSPLANT NETWORK AMENDMENT

THIS AMENDMENT, effective upon signature by Client, is by and between MultiPlan, Inc., 115 Fifth Avenue, New York, New York 10003-1004 ("MultiPlan") and **Monroe County Board of County Commissioners**, located at 1100 Simonton Street, Key West, FL 33040, ("Client").

WHEREAS, the above-named parties entered into a contract, effective January 1, 2003, under which MultiPlan agreed to give Client's Participants access to MultiPlan's Facility Network at MultiPlan's negotiated rates ("the Agreement"); and

WHEREAS, MultiPlan has established an Organ Transplant Network composed of Facilities that have agreed to accept a global rate as full reimbursement for organ transplant services provided to Participants of MultiPlan Client that have purchased access MultiPlan's Organ Transplant Network, and;

WHEREAS, Client desires to access MultiPlan's Organ Transplant Network in the MultiPlan Program; and

THEREFORE, the parties hereby agree to amend the Agreement by adding the following:

A. DEFINITIONS The following definitions shall apply for the purposes of this Amendment:

1. Access Fees The rates payable by Client to MPI for access to MPI's Organ Transplant Network, as set forth in paragraph B(7), herein.
2. Benefit Plan A contract, policy, or other document, under which a Client is obligated to provide benefits on behalf of a Participant for transplant services in an amount that meets or exceeds the Contract Rates applicable hereunder.
3. Clean Claim A completed UBF92, or other standard billing form providing the same information.
4. Contract Rates The global rates of reimbursement ("Global Contract Rates"), and other rates of reimbursement for organ transplant and transplant-related health care services rendered to Participants as set forth in MPI's agreement with an MPI Provider.

5. Employee "Employee" includes retirees eligible for coverage under Client's Benefit Program. In the event the Client is a union, all references to "Employee" in this Agreement and its attachments shall be construed to refer to the union member.
6. Market A geographic region defined by MPI for pricing purposes.
7. Savings The difference between the applicable Contract Rate and the MPI Provider's billed charges (excluding surcharges and the cost of personal convenience items).

B. RIGHTS AND OBLIGATIONS OF CLIENT

1. Cooperation with Transplant Coordinator Client shall work cooperatively with MultiPlan's Organ Transplant Program Coordinator, Case Managers, and other personnel, and shall comply with the procedures established by MultiPlan for access to the Organ Transplant Network.
2. Participant Enrollment The Client or the Client's Case Manager shall call MultiPlan's Transplant Referral telephone number, 800-239-2745 to initiate the Participant's access to the Organ Transplant Network. Client shall not be entitled to access to the Organ Transplant Program Contract Rates secured by this Agreement unless the Participant is enrolled by MultiPlan in the Organ Transplant Program for each proposed transplant before the transplant is performed.
3. Eligibility Determinations and Verification of Benefits Client shall be solely responsible for making all determinations regarding eligibility and compensability of benefits in connection with this Agreement. Upon receipt of a request from MultiPlan for verification of a Participant's eligibility under MultiPlan's Organ Transplant Program, Client shall forward proof of eligibility and the Participant's program benefits limits to MultiPlan, using the Notification and Benefit Certification form to be provided by MultiPlan. MultiPlan shall transmit this proof to the Provider.
4. Claim Repricing Hospital and/or Client shall forward to MultiPlan all clean claims received for services rendered under the Organ Transplant Program to MultiPlan for repricing. MultiPlan shall return to Client, by mail or facsimile transmission, instructions relating to payment of the claim.
5. Claim Payment Client shall pay all claims for services rendered by providers in MultiPlan's Organ Transplant Network within thirty business days of receipt of the Clean Claim.
6. Explanations of Benefits Client shall indicate clearly on each Explanation of Benefits issued regarding transplant services that Client is accessing MultiPlan's Transplant Network.
7. Network Access Fee Amounts

a. Client shall pay MultiPlan Network Access Fee(s) as set forth in the Flat Rate Access Fee Schedule below:

Heart	\$10,000.	Lung	\$10,000.
Kidney	\$ 3,500.	Pancreas	\$ 3,500
Liver	\$20,000.		
Bone Marrow Transplants		Autologous and PBSC	\$ 5,000.
		Allogeneic- Matched Related Donor	\$ 10,000.
		Matched Unrelated Donor	\$ 20,000.

b. During the pre-transplant phase, MultiPlan shall invoice Client for an Initial Network Payment of one thousand dollars (\$1,000.00), which shall be paid by Client within ten (10) days of the date of the invoice. Following the transplant phase, MultiPlan shall invoice Client for the remaining balance of the total Flat Rate Access Fee, which amount shall be paid by Client within ten (10) days of the date of the invoice. In the event that the Participant receives pre-transplant services but does not undergo transplant surgery, Client shall pay MPI for transplant-related services rendered to said Participant the Initial Network Payment of \$1,000.00, plus

if Client pays percentage of Savings Access Fees under the Agreement to which this Amendment is annexed, Client shall pay Network Access Fees at the percentage rate set forth in the Agreement, or

if Client pays capitated Access Fees under the Agreement to which this Amendment is annexed, Client shall pay Network Access Fees of twenty-two percent (22%).

8. Electronic Format Client agrees to use its best efforts to accept electronic invoicing from MPI, on diskette, and to submit payment information to MPI in the same format. Client agrees that the appropriate information systems and/or accounting personnel shall be available to review and implement necessary electronic systems. Client also agrees to explore the feasibility of electronic data interchange as a means of transmitting both claims and financial information.

9. Transplant Services Included in Global Contract Rates The Global Contract Rates negotiated by MultiPlan include, to the extent that they are medically necessary: general nursing care; room and board and all ancillary services; use of intensive or special care facilities; x-ray examination (other than dental x-rays); use of operating room and related facilities; encephalography; drugs, medications, and biologicals; laboratory testing and services; all cardiovascular testing; special tests, when medically necessary; nuclear medicine; physical and rehabilitation therapy; oxygen and oxygen therapy; anesthesia and anesthesia services; intravenous injections and solutions; surgical and medical services provided by Provider; pre-operative care; post-operative care; special duty nursing; short procedure unit services;

secondary care, including private accommodations in a regular medical/surgical bed not requiring placement in an intensive care unit or other unusually high level of medical and nursing care, inclusive of room and board and all ancillary services, but exclusive of personal comfort and convenience items; and tertiary care, including all items included in secondary care and, in addition, such items and services as are normally and usually provided by Provider in conjunction with care of inpatients in its intensive care unit. However, reference must be had to a specific Provider's MultiPlan Organ Transplant Program contract rates for details regarding the services included in that Provider's rates.

10. Services Not Included in Contract Rates The Global Rates negotiated by MultiPlan do not include: personal comfort or personal convenience items; custodial care; or services which are not necessary to the care or treatment of the illness or illnesses which necessitated the transplant, as determined by Provider's Chief of the Medical Staff, except as incidental to the transplant.

11. Dispute Resolution In the event of a dispute between Client and an MPI Provider regarding a claim or payment for covered services under this Agreement, Client shall notify MPI, in writing, of the dispute within sixty days of receipt of the Clean Claim. Upon request and at no charge, Client shall provide information reasonably necessary for MPI to facilitate resolution of any disputes that arise between Client and an MPI Provider, such as a copy of its benefits and/or utilization programs, and such utilization and/or claims data as MPI may reasonably request. MPI will make its best efforts to assist Client in resolving the dispute with the MPI Provider. If the Client fails to notify MPI of a dispute consistent with this provision, Client may not otherwise dispute the claim(s) at issue.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the parties, have executed this Amendment.

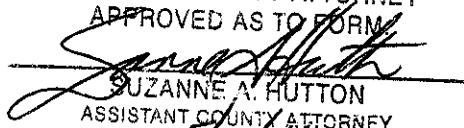
MULTIPLAN, INC.
115 Fifth Avenue
New York, New York 10003-1004

Monroe County Board of County Commissioner
1100 Simonton Street
Key West, FL 33040

By: _____
Donald Rubin Date
Chairman

By: _____
Signature Date

Print Name and Title

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 5/10/04

MULTIPLAN, INC.
AGREEMENT FOR CLIENT ACCESS TO
FACILITY AND PRACTITIONER NETWORKS

THIS AGREEMENT, effective January 1, 2003, is entered into by and between MultiPlan, Inc., 115 Fifth Avenue, New York, New York 10003-1004 ("MPI"), and Monroe County Board of County Commissioners, C/O Acordia National, ("Client"), with principal offices at 1100 Simonton Street, Key West, FL 33040.

WHEREAS, MPI has created and maintains a network ("MPI Network") of health care providers ("MPI Providers"), by entering into agreements with acute care and ancillary health care providers ("MPI Facilities"), and physicians and other health care professionals ("MPI Practitioners"), to provide health care services to individuals ("Participants") covered by health services benefits programs ("Benefit Programs"), insured or administered by MPI's Clients, in exchange for reimbursement at agreed upon rates;

WHEREAS, Client either provides a Benefit Program for its Participants, or provides certain administrative services to its customers who provide Benefit Programs for their Participants; and,

WHEREAS, on behalf of Client's Participants or customers, Client seeks access to MPI's Facility and Practitioners Networks;

THEREFORE, in consideration of the foregoing and of the mutual covenants herein, intending to be legally bound hereby, the parties agree as follows:

A. DEFINITIONS

1. Access Fees The rates payable by Client to MPI for access to the MPI Networks, as set forth in Exhibit 1, annexed.
2. Clean Claim A completed HCFA 1500 or UB-92, or other standard billing forms providing the same information.
3. Contract Rates The rates of reimbursement for health care services rendered to Participants as set forth in MPI's agreement with MPI Providers, whether in the form of a per diem, case or procedure rate, negotiated rate based on published charges, or fee schedule.
4. Employee "Employee" includes retirees eligible for coverage under Client's Benefit Program. In the event the Client is a union, all references to "Employee" in this Agreement and its attachments shall be construed to refer to the union member.
5. Market A geographic region defined by MPI for pricing purposes.
6. Savings The difference between the applicable Contract Rate and the MPI Provider's billed charges (excluding surcharges and the cost of personal convenience items).

B. LIMITATIONS

1. Nothing in this Agreement shall be construed to interfere with a Participant's freedom of choice to receive medical services from MPI, or non-MPI, Providers.
2. MPI's duties are limited to those specifically set forth herein. MPI does not determine eligibility or benefit availability for Participants under Client's Benefit Program. MPI does not exercise any control with respect to Client's Benefit Program policies, practices, procedures, or assets including payment of claims. MPI has no responsibility for the sale or marketing of Client's benefit program(s), and MPI has no responsibility for communicating with Participants or prospective Participants about Client's Benefit Program coverage, including benefits and/or eligibility criteria or determinations.
3. MPI Providers solely are responsible for the professional advice and treatment rendered to Participants, and MPI disclaims any liability with respect to such matters.

C. MUTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Records and Audit Each party shall maintain complete and accurate records in connection with this Agreement and, subject to confidentiality provisions contained herein, each party shall have the right, upon ten business days' written notice, during normal business hours and at no charge, to perform one audit in each contract year of such records of the other party. The auditing party shall provide the other with a copy of its audit report. The rights set forth in this provision shall survive the termination of this Agreement for one year.
2. Confidentiality The parties agree to hold all information provided by one party to the other exchanged in contemplation of, or in connection with duties under this Agreement, confidential for the term of this Agreement, and for two years thereafter, and shall not disclose such information to any third party except as required to implement this Agreement, as required by law or regulation, or with the prior written permission of the other party.
3. Indemnification Each party shall indemnify and hold the other, including its officers, directors, employees, agents, successors and assigns, harmless from and against all claims, liability, loss, damages, and expenses, which may be alleged against or incurred by the other party and which are the result of breach of this Agreement or proximately caused by the negligent omission or commission of the indemnifying party in connection with any obligation set forth in this Agreement. Client's indemnification liability and obligation under this Section C3 is to the extent authorized by Section 768.28 F.S.

D. RIGHTS AND OBLIGATIONS OF MPI

1. Network Recruitment MPI's duties are limited to recruiting and contracting with a network of Providers who have agreed to accept Contract Rates as full reimbursement for covered health care services rendered to Participants eligible under Client's Benefit Program, and credentialing practitioners. Whenever possible, MPI will contract directly with providers, however, MPI may contract with existing local networks.

2. Directories MPI shall provide Client with a printed directory of MPI Providers and a toll free telephone number for use by Client and Participants in determining whether a provider is in the MPI network, and for referrals to MPI Providers. In addition, MPI's directory shall be available on MPI's Website, www.multiplan.com.

3. Use of Name MPI shall permit Client to list MPI's name and logo, indicating Client's participation in the MPI Network, in Client's health benefits directory and related written materials as well as on Client's data base, however, no other use of MPI's name by Client will be permitted without MPI's prior written approval.

4. Dispute Resolution MPI will make its best efforts to assist Client in resolving disputes that may arise with MPI Providers in connection with this Agreement.

E. RIGHTS AND OBLIGATIONS OF CLIENT

1. Payment of Access Fees:

a. Amount of Access Fees Client shall pay MPI Access Fee amounts as set forth in Exhibit 1. Payment to MPI shall be made within twenty days after the end of each month for the prior month.

b. Manner of Payment

i. Client shall charge its customers for the customers' right to access the MPI Networks according the same method by which Client pays MPI for access, that is, if Client pays MPI on Capitated basis, Client shall charge its customers on a Capitated basis, however, if Client pays MPI on a Percentage of Savings basis, Client shall charge its customers on a Percentage of Savings basis.

ii. If Client pays Capitated Access Fees (per Employee per month), payment shall be accompanied by a signed statement of an officer of Client or Customer liable for claim payments under the Benefit Program, setting forth the number of Employees entitled to access the MPI Network during the prior month. Such statement shall be a complete and accurate representation of the information stored in Client's or Customer's eligibility system.

c. Electronic Format Client agrees to use its best efforts to accept electronic invoicing from MPI, and to submit payment information to MPI in the same format.

d. Late Payment of Access Fees Interest of 1.5% per month shall apply to late Access Fee payments. In addition, Client shall pay all expenses incurred by MPI in connection with the collection of such fees, including any attorney's fees, whether or not suit is filed.

2. Participant Identification

- a. Identification Cards and EOBs Client shall permanently print or otherwise affix MPI's name and logo on all Participant identification cards as of the effective date of this Agreement. Client shall print MPI's name and/or logo on Explanation of Benefit notices sent to MPI Providers regarding claims paid at Contract Rates pursuant to this Agreement. If Client prints MPI's toll free referral line telephone number on Participant identification cards, the number shall be printed in at least eight-point type and in bold. If the number is printed in a smaller type, and/or not in bold, Client shall be liable for any damages assessed against MultiPlan regarding calls made by, or on behalf of, Participants which were intended for the referral line but which reached another number.
- b. MPI Provider Notification In addition to the foregoing, Client shall require Participants to present identification cards bearing MPI's name and logo at the time services are rendered, or Clients shall otherwise notify MPI Providers at the time services are rendered that Client is entitled to access MPI's rate on behalf of Participant.
- c. Eligibility and Coverage Determinations
 - i. Client solely shall be responsible for making all determinations regarding eligibility and benefits coverage in connection with this Agreement.
 - ii. Client shall verify a Participant's eligibility within twenty-four hours of an MPI Provider's request for verification. Client shall be bound by its certification of Participant eligibility given to MPI Providers in writing or by telephone.
 - iii. Client shall be bound by authorizations for treatment, and/or certification of coverage of specified services, given to MPI Providers in writing or by telephone, provided that claims information is consistent with the information on which the authorization was based.

3. Repricing

Client shall elect one of the following repricing options upon execution of this Agreement, by initialing the appropriate selection below:

 EDI Repricing MPI and Client shall mutually agree upon method of EDI transmission by which Client shall send and receive claims data to and from MPI. Client shall be responsible to maintain its own telephone line(s), internet access, and to pay its own telephone charges, if applicable. MPI shall transmit repricing instructions to Client by EDI transmission. MPI reserves the right to charge Client for customized programming that may be required to establish the EDI connection.

 X Web-based Repricing MPI shall provide Client with a password that will give Client Web-based access to MPI's Contract Rate information for the purposes of repricing. Client shall be responsible to supply telephone line(s) and to pay telephone charges.

Facsimile Transmission Repricing Client shall send to MPI by facsimile transmission all claims for services rendered to Participants by MPI Providers. Client shall pay MPI for Facsimile Transmission Repricing services as set forth in Exhibit 1.

4. Payment to MPI Providers

a. Timeliness Client shall make payment at Contract Rates directly to MPI Providers for covered services rendered to Participants within thirty (30) business days of receipt of a Clean Claim.

b. Use of Contract Rates

i. Client and its customers shall use the Contract Rates exclusively for the purposes set forth herein. Use of the Contract Rates in connection with claims for services rendered to individuals who are not eligible Participants is prohibited and shall be considered by MPI to be a material default in Client's obligations hereunder. In addition, Client and/or its customer(s) shall reimburse affected MPI Providers the difference between full charges and the inappropriately applied Contract Rate(s).

ii. In the Market for which Client purchases access to MPI's Facility and Practitioner Networks, Client shall utilize MPI's Facility and Practitioner Networks as its sole PPO networks outside of South Florida (Monroe, Miami-Dade, Broward and Palm Beach counties). In compensating MPI Providers for health care services rendered to Members in connection with this Agreement, Client shall use only MPI's Contract Rate and may not use any other savings or cost-containment arrangement that otherwise might be available to Client, for instance Client shall not apply its own usual, and/or reasonable, and customary criteria.

iii. Co-insurance ratios and deductibles shall be applied against Contract Rates.

iv. Client shall notify MPI within thirty days of receipt of a Clean Claim if Client decides not to apply a MPI Contract Rate, or Client shall be liable to MPI for the Access Fee relating to that Clean Claim.

c. Utilization Review In the event Client or its designee performs utilization review, or case management, Client shall pay MPI Provider eighty percent (80%) of the Contract Rate within 30 business days of receipt of the claim. Based on the results of the review Client shall pay MPI Provider any balance due, or notify MPI Provider in writing that a refund is owed to Client, and MPI Provider shall make the refund within thirty business days after the notice is received. Client shall not forfeit the Contract Rate if Client follows this procedure, provided that review is completed and any final payment is made within sixty (60) days from receipt of the claim, unless Provider contract provides otherwise.

d. Disputed Claims Client shall notify MPI within sixty (60) days of Client's receipt of a claim in dispute. Client shall cooperate with MPI in resolving the dispute, and shall

make available to MPI, at no charge, necessary documentation and personnel to facilitate resolution of the dispute.

e. Coordination of Benefits Client shall assist MPI Providers in coordinating benefits consistent with current industry standards. When Client is the secondary payor, Client's payment together with the primary payment and any coinsurance shall not exceed Contract Rates.

5. Distribution of Directories Client shall provide its Participants and/or its customers' Participants with a directory of MPI Providers based upon camera-ready copy to be supplied by MPI at no cost, or upon Client's request MPI will provide Client with printed directories for which Client will pay as set forth in Exhibit 1.

6. Financial Incentives to Participants Client shall provide Participants with financial incentives to utilize MPI Providers including, but not limited to, passing along to Participants the full benefit of savings achieved hereunder by calculating coinsurance based on Contract Rates. Client shall advise MPI of financial incentives made available to Participants, which may include tiered benefit programs, that include in-and out-of-network benefits, in which covered services rendered to Participants by MPI Providers shall be deemed in-network services.

7. Third Party Administrators and Reinsurers

a. Construction All obligations of the Client set forth herein with respect to Participants shall be construed to apply to customers of the TPA or Reinsurer, and the customers' respective Participants. It is understood that TPA is not liable for the payment obligations of its customers.

b. Joinder Agreements Client shall cause each current and future customer to execute a Joinder Agreement, sample annexed as Exhibit 2, which shall be made a part hereof. Client shall provide to its Customers that have executed Joinder Agreements, a copy of any executed amendment(s) to this Agreement.

c. Census With respect to each Customer for which Client pays capitated Access Fees, Client shall submit a completed Census, which shall be annexed hereto as Exhibit 3. Client shall submit an updated Census for each such customer with each monthly Access Fee payment.

8. Non-Solicitation of MPI Providers Client shall not solicit, nor allow any third party on its behalf to solicit, any MPI Provider to create a direct relationship with an MPI Provider for the purpose of providing health care services to Participants during the term of this Agreement and for a period of one year thereafter.

9. Client Solvency

a. Client represents and warrants that it has sufficient money on hand to pay all claims that it reasonably anticipates will accrue over the three-month period immediately following execution of this Agreement and that at any point during the term of this Agreement it shall have a reserve fund sufficient to pay all claims that it reasonably can

anticipate will accrue during the three-month period which follows.

b. If Client's liability under this Agreement is covered by reinsurance, Client represents and warrants that the reinsurer periodically audits or certifies Client's ability to pay claims that are due and, in case of the Client's insolvency, will pay all claims due under this Agreement as if the reinsurer was the primary obligor.

10. Client's Benefits Plans Client bears all responsibility for the sale and marketing of its Benefit Plan(s), and for education of its Participants as to the Participants' rights regarding their care and treatment, as defined by Client's Benefit Plan. Client's sales and marketing activities shall not intentionally or unintentionally mislead Participants and prospective Participants. Benefits available under Client's Benefit Program must meet or exceed MPI's Contract Rates.

11. Provision of Data

a. Implementation Upon request and at no charge, Client shall provide MPI, all information reasonably necessary to implement, operate, and evaluate the services provided pursuant to this Agreement including, but not limited to, the names and locations of all subgroups, subsidiaries, or affiliates accessing the MPI Networks or acting as payor pursuant to this Agreement, and Census information, as described herein.

b. Provision of Benefit Program Documents At the request of either MPI or an MPI Provider, Client shall provide a current copy of Benefit Program documents (e.g. member contract or Summary Plan Description), and/or Utilization Review programs.

12. Service Entities In the event that Client retains any person or organization ("Service Entity") for the purposes of providing Client with any administrative services that would cause the Service Entity to come into possession of or contact with any of MPI's Confidential or proprietary information, including but not limited to MPI's Contract Rates, Client shall enter into a confidentiality agreement with said Service Entity to preserve the confidential and proprietary nature of MPI's repricing information. MPI shall be named as a third party beneficiary of the confidentiality agreement. Upon request by MPI, Client shall provide MPI a copy of such executed confidentiality agreement.

F. TERM AND TERMINATION

1. This Agreement shall commence on the effective date for a term of one (1) year and shall renew automatically for successive one year terms unless either party provides the other at least ninety days notice of its desire to terminate this Agreement without cause. Such termination shall be effective on the first day of the month following the completion of the ninety day notice period.

2. Client shall be in default if Client fails to provide any data or information required to be provided under this Agreement, if Client has not made any payment required under this Agreement, or if Client improperly uses Contract Rate(s) as described in Section E(4)(b)(i).

3. If Client defaults in payment of Access Fees and is in arrears more than sixty (60) days, or improperly uses a Contract Rate(s) as described in Section E(4)(b)(i), MPI may terminate this

Agreement for cause upon ten days' written notice. This provision shall not apply to Access Fees related to disputed amounts described in Section E(4)(d).

4. In the event that Client defaults by failing to make payment to MPI Provider(s) as required in Section E(4), or by failing to provide MPI with data or information required herein, MPI shall have the right to terminate this Agreement for cause upon thirty days' notice. This provision shall not apply to disputed amounts described in Section E(4)(d).

5. This Agreement shall terminate automatically in the event either party becomes insolvent, is adjudicated as a bankrupt, makes a general assignment for the benefit of creditors, has a receiver appointed for it, or comes under the control of a trustee in bankruptcy.

6. Effect of Termination

a. In addition to any other provision for the survival of obligations otherwise set forth in this Agreement, the following obligations shall survive termination of this Agreement, for whatever reason:

- i. all obligations of Client regarding payment to MPI and/or to MPI Providers;
- ii. all obligations to provide information to MPI;
- iii. all obligations of both parties regarding confidentiality;
- iv. all audit rights

b. Upon termination, each party promptly shall pay to the other any money due hereunder, including any interest accrued. Client shall advise Participants of the termination of this Agreement, and shall withdraw from Participants all identification cards bearing MPI's name and/or logo. Client also shall immediately cease to otherwise use MPI's name and logo.

c. Upon termination, MPI shall notify MPI Providers that Client is no longer entitled to access MPI's network.

d. Client immediately shall cease to use MPI's Contract Rates and Client shall not attempt to reprice any claim for services rendered by MPI Providers after the date of termination. Notwithstanding the foregoing, during a ninety day "run-out period" after the termination, MPI shall reprice claims for services rendered to Participants by MPI Providers prior to the date of termination, but forwarded to MPI following the effective date of termination of this Agreement. Client shall reimburse MPI for such repricing services according to the terms and conditions of this Agreement. If under this Agreement Client paid Access Fees on a capitated (per Employee per month) basis, Client shall continue to pay such capitated Access Fees for all Employees during the ninety day run-out period. Notwithstanding the foregoing, if Client sends and MPI receives timely notice that a claim for services rendered prior to termination was in dispute, and the request to reprice the claim is received by MPI within ten business days of the dispute's resolution, such claim also will be repriced by MPI following termination of the Agreement.

G. NOTICE

Any notice required to be given by this Agreement shall be in writing and delivered to the other party by hand, or by certified mail with return receipt requested, or by facsimile transmission supplemented by overnight delivery, to the individual and the address printed below.

H. MISCELLANEOUS

1. This Agreement, with its Exhibits and any other attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede, as of its effective date, any previous agreements or understandings, written or oral, between the parties hereto.

2. This Agreement shall not be changed or amended except in writing, signed by both parties hereto. If any term of this Agreement is held by a court to be unenforceable or inoperative, the other terms not subject to such holding shall remain enforceable. This Agreement shall be governed by New York State law.

3. Any unresolved dispute arising under this Agreement shall be submitted to binding arbitration before the American Arbitration Association ("AAA") in accordance with the AAA's then current Commercial Arbitration Rules for a single Arbitrator. All hearings shall be held in New York County. Arbitration proceedings shall be initiated with appropriate notice to the other party and to AAA in writing within sixty days of the date on which the facts giving rise to the dispute occurred, or reasonably could have been discovered. The decision or award of the Arbitrator shall be final, and judgment thereon may be entered in any state or federal court of competent jurisdiction within the State of New York.

IN WITNESS HEREOF, duly authorized representatives of the parties executed this Agreement, below.

MultiPlan, Inc.
115 Fifth Avenue
New York, NY 10003-1004

By: [Signature] 10-4-02
Donald Rubin Date
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WOLFE
DATE 11-8-02
Masters/Sales CI-Net 2002/rev'd 2-1-02

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

By: [Signature] 8/21/02
Signature Date
Charles "Sonny" McCoy, Mayor
Print Name and Title



(SEAL)
ATTEST: DANNY L. KOLHAGE CLERK
[Signature]
DEPUTY CLERK

EXHIBIT 1
MULTIPLAN INC. AGREEMENT
FOR ACCESS TO FACILITY AND PRACTITIONER NETWORKS
PERCENTAGE OF SAVINGS ACCESS FEES AND ADDITIONAL TERMS

A. Access Fee Amounts

1. Client shall pay MPI Access Fees of Twenty-five Percent (25%) of Savings for services rendered to a Participant by MPI Facilities and Practitioners to Participants in the Markets set forth below.

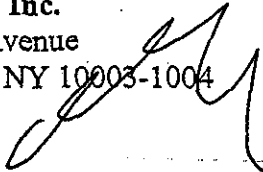
Markets: National

2. The Access Fee shall be reduced by three percent (3%) of Savings in the event Client reprices MPI Facility claims.


3. Client shall pay an additional ten percent (10%) of Savings if MPI reprices MPI Practitioner claims (including laboratory and radiology claims).

4. Upon Client's request, MPI will provide such directories for which Client will pay the actual cost of printing and shipping.


MultiPlan, Inc.
115 Fifth Avenue
New York, NY 10003-1004


By:  10-4-02
Donald Rubin Date
Chairman

Monroe County Board of County Commissioners
1100 Simonton Street
Key west, FL 33040

By:  _____
Signature Date
Charles 'Sonny' McCoy, Mayor
Print Name and Title



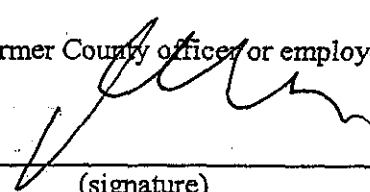
(SEAL)
ATTEST: DANNY L. KOLHAGE CLERK
BY: 
DEPUTY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: 
ROBERT N. WOLFE
DATE 11-5-02

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Donald Rubin warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.



(signature)

Date: 10/4/02

STATE OF New York

COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Donald Rubin who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 4th day of

October, 2002

Cynthia L. Campbell
NOTARY PUBLIC

CYNTHIA L. CAMPBELL
NOTARY PUBLIC State of New York
No. 30-4509-113
Qualified in Nassau County
Commission Expires February 28, 2006

My commission expires: 2/28/06

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

MULTIPLAN, INC.

AMENDMENT TO CLIENT AGREEMENT FOR NETWORK ACCESS
REGARDING PRIVACY and SECURITY OF PROTECTED HEALTH INFORMATION
EFFECTIVE APRIL 14, 2003

I. Definitions

- A. "Individual" shall have the same meaning as in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- B. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- C. "Protected Health Information (hereafter "PHI")" shall have the same meaning as in 45 CFR 164.501, limited to the information created or received by MPI from or on behalf of Client.
- D. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Identifiable Health Information set forth at 45 CFR part 164, subpart C.

II. Obligations and Activities of MPI

A. Pursuant to the Privacy Rule:

- 1. MPI shall not use or further disclose PHI other than as permitted or required by the Agreement or as required or permitted by law and regulation.
- 2. MPI shall use appropriate safeguards to prevent use or disclosure of the PHI other than as agreed to between the parties hereto.
- 3. MPI shall, to the extent practicable, mitigate any harmful effect that is known to MPI of a use or disclosure of PHI by MPI in violation of the requirements of this Agreement.
- 4. MPI shall report to Client any use or disclosure of the PHI not provided for by this Agreement, or as otherwise specified in writing by Client.
- 5. MPI shall take reasonable steps to ensure that any agent, including a subcontractor, to whom it provides PHI agrees to the same restrictions and conditions that apply to MPI under this Agreement with respect to such PHI.
- 6. At the request of Client, MPI shall provide Client access to PHI in the time and manner mutually agreed upon between MPI and Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 7. MPI shall make any amendments to PHI in a Designated Record Set that the Client directs or agrees to pursuant to 45 CFR 164.526 at the request of Client or an Individual, and in the time and manner designated by Client.

8. MPI shall make internal practices, books, and records relating to the use and disclosure of PHI available to the Client, or at the request of the Client to the Secretary of the Department of Health and Human Services or designee, in a time and manner designated by the Client or the Secretary, for purposes of the Secretary determining Client's compliance with the Privacy Rule. MPI shall document such disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

9. MPI shall provide to Client or an Individual, in time and manner designated by Client, information collected in accordance with this Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

B. Pursuant to the Security Rule:

In addition to the foregoing, pursuant to 45 CFR §164.308(b)(1) and §164.314(a)(2)(i) of the Security Rule, MPI shall:

1. Implement administrative, physical, and technical safeguards that reasonable and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of Client;
2. Ensure that any agent, including a subcontractor, to which MPI provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI;
3. Report to the Client any security incident of which MPI becomes aware;
4. Authorize termination of the Agreement by the Client if the Client reasonably determines that MPI has violated a material term of this Amendment; and
5. Make its policies and procedures, and documentation relating to such safeguards, available to the Secretary of HHS for purposes of determining Client's compliance with the Security Rule,

III. Permitted Uses and Disclosures by MPI Except as otherwise limited in this Agreement,

A. MPI may use PHI for the proper management and administration of MPI or to carry out the legal responsibilities of MPI. MPI also may disclose such PHI as necessary for MPI's proper management and administration or to carry out MPI's legal responsibilities, provided that such use or disclosure is required by law, or MPI obtains reasonable assurance from any person or organization to which MPI shall disclose such PHI that such person or organization shall:

1. hold such PHI in confidence and use or further disclose it only for the purpose for which it was disclosed to MPI or as required by law; and
2. notify MPI of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached. MPI shall promptly notify Client of such breach.

B. MPI may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Client as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Client.

IV. Obligations of Client

- A. Client shall provide MPI with notice of Client's privacy practices in accordance with 45 CFR 164.520, as well as any changes to such notice.
- B. Client shall provide MPI with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect MPI's permitted or required uses and disclosures.
- C. Client shall notify MPI of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 CFR 164.522.
- D. Client shall not request MPI to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Client.
- E. Client shall advise MPI of state laws and regulations that are pre-emptive of HIPAA.

V. **Termination for Cause** Upon Client's knowledge of a material breach by MPI of obligations set forth in this Amendment, Client shall provide MPI an opportunity to cure the breach within a reasonable time agreed to by Client. In the event of failure to cure in such time, Client shall have the right immediately to terminate the Agreement. Notwithstanding the foregoing, if neither termination nor cure is feasible, Client shall report the violation to the Secretary.

VI. Effect of Termination of Agreement with respect to PHI

A. Except as provided in paragraph (b) below, upon termination of this Agreement, for any reason, MPI shall return or destroy all PHI received from Client, or created or received by MPI on behalf of Client. This provision shall apply to PHI that is in the possession of subcontractors or agents of MPI.

B. In the event that MPI determines that returning or destroying the PHI is infeasible, MPI shall provide to Client notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, MPI shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as MPI maintains such PHI.

MultiPlan, Inc.
115 Fifth Avenue
New York, NY 10003-1004

Client Monroe County BOCC
Principal Address: 1100 Simonton St.
Key West, Florida 33040

By: Marcy E. Feller 8/18/03
Marcy E. Feller Date
Executive Vice President,
General Counsel

Dixie M. Spehar 6/18/03
Signature Date
Dixie M. Spehar, Mayor
Print Name and Title



(LOCAL)
ATTEST: DANNY L. KOLHAGE CLERK
Daniel C. De Santis
DEPUTY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: Suzanne K. Hutton
SUZANNE K. HUTTON
5/16/03